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ATTORNEYS AT LAW
1508 Lady Street
COLUMBIA, SOUTH CAROLINA 29201
sellott@elliottlaw.us

2011-92-T

SCOTT ELLIOTT

TELEPHONE (803) 771-0555
FACSIMILE (803) 771-8010

February 22, 2011

VIA ELECTRONIC FILING

Jocelyn Boyd, Esquire
Interim Chief Clerk and Administrator
SC Public Service Commission
P. O. Drawer 11649
Columbia, SC 29211

RECEIVED

FEB 28 2011

PSC SC
CLERK'S OFFICE

RE: Application of Xtreme Moving & Storage, LLC

Dear Ms. Boyd:

Enclosed please find the Application of Xtreme Moving & Storage, LLC for the transfer of Certificate of Public Convenience and Necessity #100H from 21st Century Holdings, LLC d/b/a Chavis Moving & Storage Company.

Having wound down its business, the Seller began negotiating the transfer of CPCN 100H with the Applicant, and as a consequence, the Seller has forgone making household moves while the parties were negotiating. Accordingly, the Applicant requests that the South Carolina Public Service Commission waive any requirement of continuous operation for the period of time the parties were negotiating the proposed transfer of CPCN 100H and the pendency of the within application.

By carbon copy I am serving the Office of Regulatory Staff. If you or the ORS has questions, please feel free to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/mlw

cc: C. Dukes Scott, Esquire w/enc.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210
(Mailing address: Post Office Drawer 11649, Columbia, SC 29211)

2011-92-T

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR SALE, TRANSFER, OR LEASE OF CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY FOR OPERATION OF MOTOR VEHICLE CARRIER

Date: 2/9/2010

IMPORTANT! A current annual report must be on file with the Commission before application will be accepted.

Select Class: (Check one)

- ☒ E (HHG) - Household Goods
☐ E (HAZ) - Hazardous Material

Type of Application: (Check one)

- ☐ Sale of Certificate
☒ Transfer of Certificate
☐ Lease of Certificate

1. Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

Xtreme Moving & Storage, LLC DBA Xtreme Moving

254 Cedar Springs Road, Spartanburg, SC 29302

Street Address of Applicant

2787 Thompson Mill Road, Buford, GA 30519

Mailing Address of Applicant if different from street address

678-889-2288

Phone

none

FAX

tls1610bellsouth.net

Email Address

2. If incorporated, a copy of Articles of Incorporation must be attached. (If incorporated outside of SC, attach SC Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
☐ Partnership - List names and address of all person having an interest in the business.
☒ Corporation - List names and addresses of two principal officers.

Corporation is a Limited Liability Company.

Tracey L. Simmons, 2787 Thompson Mill Road, Buford, GA 30519

4. Applicant proposes to operate service as follows: (Check one.)

- ☐ Intrastate Only ☐ Interstate Only ☒ Both

5. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☒ Yes ☐ No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

6. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

7. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

BALANCE SHEET

Balance at Time Application is Filed:
Month December Year 2010

Assets:

Cash	22,000
Receivables	2,300
Real Estate	91,000
Buildings and Equipment (Net)	0
Motor Vehicles (Net)	47,500
Garage Equipment (Net)	2,000
Machinery and Tools (Net)	3,500
Supplies on Hand	1,000
Prepays and Other Assets	0
Total Assets	169,300
<u>Liabilities and Equity:</u>	
Accounts Payable	0
Notes Payable	0
Mortgages Payable	55,000
Equipment Obligations	0
Accrued Salaries and Wages	0
Other Accrued Obligations	0
Other Liabilities	10,000
Total Liabilities	65,000
Capital Stock	0
Retained Earnings	0
Total Equity	104,300
Total Liabilities and Equity	169,300

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges for Service are as follows:

Transferee will continue to use Transferor's tariff.

Please see attached tariff.

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

- ☒ Household Goods, as defined in R103-210(1)
- ☐ Hazardous Wastes, as defined in R103-210(2)

Areas to be Served: (List each county in which you plan to operate)

All SC Counties: Abbeville, Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Chester, Chesterfield, Clarendon, Colleton, Darlington, Dillon, Dorchester, Edgefield, Fairfield, Florence, Georgetown, Greenville, Greenwood, Hampton, Horry, Jasper, Kershaw, Lancaster, Laurens, Lee, Lexington, McCormick, Marion, Marlboro, Newberry, Oconee, Orangeburg, Pickens, Richland, Saluda, Spartanburg, Sumter, Union, Williamsburg, & York.

DESCRIPTION OF EQUIPMENT

[illegible]

* Number of seats if passenger carrier or tonnage if freight carrier.

INSURANCE QUOTE

This form **MUST BE COMPLETED AND SIGNED** by an **AUTHORIZED INSURANCE COMPANY REPRESENTATIVE**.

The following insurance quote is for:

Xtreme Moving & Storage, LLC DBA Xtreme Moving

Name of Motor Carrier

2787 Thompson Mill Road Buford, GA 30519

Address of Motor Carrier

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ 5,421.00

Limits 1,000,000

Cargo Insurance \$ 1,981.00

Limits 50,000 any single loss / 1,000 agg

* Attach Certificate of Insurance if available.

TRANSGUARD INSURANCE COMPANY OF AMERICA INC

Name of Insurance Company

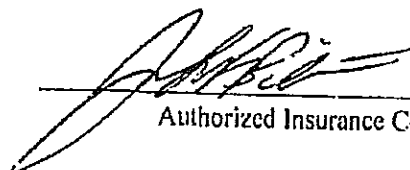
215 SHUMAN BLVD., SUITE 400 NAPERVILLE, IL US 60563

Home Office Address of Company

I am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

12/20/2010

Date



Authorized Insurance Company Representative's Signature

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact Vickie Coker with the Department of Motor Vehicles at (803) 896-8457.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit FWA

Xtreme Moving & Storage, LLC DBA Xtreme Moving
Name

1973139
U.S.D.O.T No.

MC 698662
ICC No.

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes ☒ No ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory ☐ Conditional ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been places "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgement(s) against the Applicant?

☐ Yes ☒ No

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No

(The attached Insurance Quote form must be completed, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide copy of insurance policies unless requested.)

SWORN TO BEFORE ME
This 10th day of February, 2011

Notary Public

Commission Expires 2/14/14

[Signature]
Applicant's Signature

[illegible]

CERTIFICATE

This Certificate is furnished by the undersigned in compliance with Rule 103-135 (3)(b) of the Rules and Regulations of the Public Service Commission of South Carolina in connection with the transfer of authority to Xtreme Moving & Storage, LLC DBA Xtreme Moving

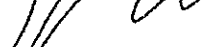
The undersigned states that the assets listed on the enclosed Bill of Sale
of _____ \$7,000.00

are being transferred including the authority granted in Certificate No. 100-H issued by the Public Service Commission of South Carolina; that there are no debts or claims against the transferor; no unremitted COD or collections due shippers; no claims for loss of or damage to goods transported or received for transportation; no claims for overages on property transported; no interline accounts due other carriers; and no wages due employees of the transferor.

SWORN TO BEFORE ME
This 10th day of February, 20 11

Faith Ayer
Notary Public

Commission Expires January 30, 2012


Transferor's Signature

The Public Service Commission of South Carolina
Application for the Sale or Transfer of Certificate of Public Convenience and Necessity

Date 2/9/2010

I (We) Lloyd H. Griffin, III

the holder of Class E Certificate of Public Convenience and Necessity No. 100-H, respectfully requests that authority be granted said holder of Certificate to sell or transfer all rights, title and interest under said Certificate to the purchaser or transferee, and for the purpose of enabling the Commission to determine whether or not this application should be granted, the following information is submitted:

1. Lloyd H. Griffin, III
Name of Owner or Transferor
P.O. Box 245, Roma, GA 30162
Address
lloydgriffiniii@gmail.com 843-597-1313
Email Address Phone

2. Xtreme Moving & Storage, LLC
Name of Purchaser or Transferee
2787 Thompson Mill Road, Buford, GA 30519
Address
tis1610@bellsouth.net 678-889-2288
Email Address Phone

Check one: ☒ Corporation

Date organized: 12/07/2010

State of Incorporation: Georgia

☐ Partnership

Submit a copy of the partnership agreement and a list of individuals composing the partnership.

☐ Individual

3. The purchaser or transferee submits a copy of the proposed tariff, which is the same as is now in effect, with the following exception(s): _____

4. The Certificate to be transferred is attached.

5. Are there now any liens, mortgages, or debts in effect over, against, or in any way affecting this certificate?

☒ No ☐ Yes Attach a complete list showing dates, amounts and names of parties.

6. Is the proposed sale or transfer being made in any way for the purpose of hindering, delaying, or defrauding creditors?

☒ No ☐ Yes

GIVEN under our hand this 10th day of February, 20 11

Owner or Transferor 21st Century Holdings, LLC

By Lloyd H. Griffin, III

Title MEMBER

Purchaser or Transferee [Signature]

By Richard Lee Hooker

Title General Manager

SWORN TO BEFORE ME
This 10th day of February, 20 11

[Signature]
Notary Public

Commission Expires January 30, 2012

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
POST OFFICE DRAWER 11649
COLUMBIA, SOUTH CAROLINA 29211

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Vol.26, S.C. Code Ann., 1976), and R.38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Vol.23A, S.C. Code Ann.,1976) and amendments thereto, and hereby promises compliance therewith.

STATE OF SOUTH CAROLINA

COUNTY OF Richland

[Signature]
Applicant's Signature

I, Richard Lee Hooker, General Manager
Name of Applicant's Representative Title

of Xtreme Moving & Storage, LLC DBA Xtreme Moving,
Applicant

the Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

[Signature]
Signature of Applicant's Representative

SWORN TO BEFORE ME
This 10th day of February, 20 11

[Signature]
Notary Public

Commission Expires 2/14/16

**CERTIFICATE OF HOUSEHOLD
GOODS OPERATING AUTHORITY**



**Public Service Commission of South Carolina
Columbia, South Carolina**

Docket No. 2002-307-T
Order No. 2003-42
Certificate No. 100-H

CLASS E

**Certificate of Public Convenience and Necessity
For the Operation of
MOTOR VEHICLE CARRIERS**

NAME: 21st Century Holdings, LLC DBA *CHAVIS MOVING & STORAGE COMPANY*

ADDRESS: 265 Bay Pines Road, Beaufort, SC 29903

(Mailing address: Post Office Box 4386, Beaufort, SC 29903-4386)

Is hereby authorized to furnish motor freight service over irregular routes, as follows:

HOUSEHOLD GOODS, as defined in R.103-210(1);

Between points and places in South Carolina

COPY

THIS CERTIFICATE is issued upon finding by the Commission, that Public Convenience and Necessity require such operation, under the terms of the Motor Vehicle Carriers' Law (Sections 58-23-10 — 58-23-60 of the South Carolina Code of Laws, 1976, and amendments thereto), and,

CONDITIONED: That all motor vehicles operated by virtue of this Certificate shall be so operated in accordance with the said Motor Vehicle Carriers' Law and the Rules and Regulations Issued thereunder, and,

CONDITIONED FURTHER: That neither this Certificate nor the rights granted herein shall be sold, assigned, leased, transferred, mortgaged, pledged, or otherwise hypothecated, unless first approved by the Commission.

DATED at Columbia, South Carolina, this 4th day of March A.D., 2003.

Gary E. Walsh

Executive Director

[Signature]

Chairman

COMMISSIONERS:
LAUREN "BUBBA" MCDONALD, JR. CHAIRMAN
STAN WISE
ROBERT B. BAKER, JR.
CHUCK EATON
H. DOUG EVERETT



DEBORAH K. FLANNAGAN
EXECUTIVE DIRECTOR

REECE MCALISTER
EXECUTIVE SECRETARY

Georgia Public Service Commission

244 Washington Street SW
Atlanta GA 30334-5701
(404) 656-4501
(800) 282-5813
fax: (404) 656-2341
www.psc.state.ga.us

December 20, 2010

Mr. George Parker, Manager
State of South Carolina
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, S.C. 29201

RE: Xtreme Moving & Storage, LLC
2787 Thompson Mill Road
Buford, Ga. 30519
MCA File NO: 500919

Dear Mr. Parker:

This is to certify that Xtreme Moving & Storage, LLC was granted interim household goods operating authority by the Georgia Public Service Commission on January 27, 2010. Currently Xtreme Moving & Storage, LLC has provisional status for one (1) year from the date of issuance of the Commission issued Certificate unless extended or made permanent. Our records show that the motor carrier's insurance filings are current and we have had no problems with this mover. Xtreme Moving & Storage, LLC is in good standing with the Georgia Public Service Commission. At this time I do not anticipate any difficulties with granting Xtreme Moving & Storage, LLC a Permanent Certificate which would most likely be in or around February 2011.

Should you have any questions pertaining to this motor carrier's Georgia household goods authority, please feel free to call me at (404) 463-4355 or you may reach me by e-mail at rwest@psc.state.ga.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert West", is written over a horizontal line.

Robert West
Georgia Public Service Commission

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

FEB 28 2011

APPLICATION FOR A CERTIFICATE OF AUTHORITY
BY A FOREIGN LIMITED LIABILITY COMPANY
TO TRANSACT BUSINESS IN SOUTH CAROLINA

Mark Hammond 2
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Xtreme Moving & Storage, LLC

2. The name of the State or Country under whose law the company is organized is Georgia

3. The street address of the Limited Liability Company's principal office is

2787 Thompson Mill Road

Street Address

Buford

GA

30519

City

State

Zip Code

4. The address of the Limited Liability Company's current designated office in South Carolina is

254 Cedar Springs Road

Street Address

Spartanburg

SC

29302

City

State

Zip Code

5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is

254 Cedar Springs Road

Street Address

Spartanburg

SC

29302

City

State

Zip Code

and the name of the Limited Liability Company's agent for service of process at the address is

Tracey L. Simmons

Name

Tracey Simmons
Signature

6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified _____

110228-0125

XTREME MOVING & STORAGE, LLC

FILED: 02/28/2011

Filing Fee: \$110.00 ORIG

Mark Hammond

South Carolina Secretary of State

Xtreme Moving & Storage, LLC

Name of Limited Liability Company

7. ☐ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. _____
Name

Business Address

City State Zip Code

b. _____
Name

Business Address

City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date 7/23/2011

Tracey Simmons
Signature

Tracey L. Simmons, Member

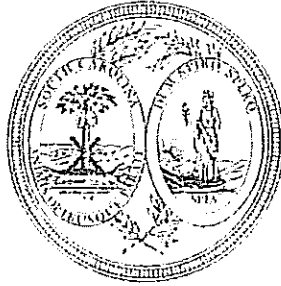
Name Capacity

FILING INSTRUCTIONS

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

XTREME MOVING & STORAGE, LLC, A Limited Liability Company duly organized under the laws of the State of GEORGIA, and issued a certificate of authority to transact business in South Carolina on February 28th, 2011, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
28th day of February, 2011.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Xtreme Moving & Storage, LLC

Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392; 395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 10,000 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

I, Richard Lee Hooker, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

This 10th day of February, 2011

SWORN TO BEFORE ME

Notary Public

Commission Expires 2/14/14

Applicant's Signature

**BUSINESS ASSET PURCHASE
AGREEMENT**

BUSINESS ASSET PURCHASE AGREEMENT

AGREEMENT made the 9th day of February, 2011, by and between Xtreme Moving & Storage, LLC, with an address of 2787 Thompson Mill Rd. Buford, GA 30519, ("Buyer"), and 21st Century Holdings, LLC, with an address of P. O. Box 245, Rome, GA 30162 ("Seller").

WITNESSETH

WHEREAS, Seller and Buyer are engaged in the business of household moving; and

WHEREAS, Seller proposes to sell to Buyer, and Buyer desires to acquire from Seller, those certain assets of Seller's household moving business, being those Assets defined below, all upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the above premises and of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. PURCHASE AND SALE OF ASSETS.

(a) No later than the time of Closing (as hereinafter defined) Seller shall sell, convey, transfer and assign absolutely to Buyer, and Buyer shall purchase and acquire from Seller, upon the terms and conditions set forth herein, all of those certain Assets of Seller as follows:

- (i) Seller's moving equipment described on Schedule 1 (provided, Seller shall convey and transfer to Buyer all equipment described on Schedule 1 at the time Buyer makes payment there for as set out in Paragraph 3(a) below;
- (ii) Seller's Certificate of Public Convenience and Necessity No. 100-H ("CPCN 100H");
- (iii) Seller's household moving contracts with its existing customers;

2. **NON-ASSUMPTION OF LIABILITIES.** It is expressly understood and agreed by the parties that Buyer is not acquiring any payables of Seller or any other obligations, liabilities or debts of Seller of any kind, and Buyer is acquiring the Assets free and clear of all Encumbrances.

3. PURCHASE PRICE AND CONTINGENCIES.

(a) Purchase Price. The Purchase Price for the Assets shall be Seven Thousand and no/100's (\$7,000.00) Dollars. At the time of the execution of this agreement, Buyer shall pay Seller Two Thousand and no/100's (\$2,000.00) Dollars in consideration of the sale of the equipment set out on Schedule 1. This payment of Two Thousand and 00/100 (\$2,000.00) shall be non refundable. Buyer shall pay the balance of Five Thousand and 00/100 (\$5,000.00) Dollars within thirty days of Buyer's receipt of the final order of the South Carolina Public Service Commission ("PSC") approving the transfer of CPCN 100H and the final approval by any other governmental bodies or agencies having jurisdiction over the Seller or CPCN100H.

(b) Contingencies. The purchase and sale of assets is contingent upon the approval by the PSC of the transfer of CPCN 100H and the approval of any other governmental bodies or agencies having jurisdiction over the Seller or CPCN 100H.

(c) Allocation. The Purchase Price will be paid for and allocated among the Assets in amounts equal to the bargained-for determination of the fair market values of the Assets in conformity with Section 1060(b) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The Buyer shall establish the allocation of the Purchase Price prior to the Closing Date.

(d) Closing. The consummation of the transactions contemplated hereby (the "Closing"), shall be held at the offices of 21st Century Holdings, LLC within 30 days of the Buyer's receipt of the final order of the PSC approving the transfer of CPCN 100H and the final approval by any other governmental bodies or agencies having jurisdiction over the Seller or CPCN 100H.

4. LEASE OF CERTAIN ASSETS.

The Buyer and Seller agree that Buyer may lease certain of the equipment set out on Exhibit 1 for the purpose of making household goods moves under CPCN 100H on terms and conditions to be agreed upon. The Buyer and Seller further agree that any such lease and household goods move made thereunder shall comply with the Orders and regulations governing CPCN 100H.

5. CLOSING TRANSACTIONS.

(a) Transfer of Assets. At such time as the Buyer and Seller enter this agreement, Seller shall deliver to Buyer such instruments of assignment and conveyance as shall be necessary to vest in Buyer good and marketable title to the equipment described on Schedule 1, free and clear of all Encumbrances.

(b) Closing. At closing, Buyer shall tender Five Thousand and 00/100 (\$5,000.00) Dollars to Seller to conclude the transaction. After the Closing, and without further consideration, Seller shall execute and deliver to Buyer such further instruments of conveyance and transfer as Buyer may reasonably request in order to more effectively convey and transfer to Buyer any of the Seller's Assets, including CPCN 100H.

(c) Assignment/Bill of Sale. Seller shall deliver to Buyer an Assignment and Bill of Sale. (Buyer shall prepare the assignment/bill of sale at his cost.)

(d) Transfer of Certificate of Public Convenience and Necessity 100H. Buyer and Seller shall take all measures necessary to obtain approval of the transfer of CPCN 100H at Buyer's cost. Time is of the essence and Buyer will endeavor to obtain approval of the transfer of CPCN 100H from the PSC by April 30, 2011. The parties acknowledge that the proceeding before the PSC may become contested and may take longer than anticipated and each agrees to cooperate with the regulatory authorities and each other to conclude the proceedings before the PSC.

(e) Other Documents. Seller shall deliver to Buyer all other agreements, certificates, instruments and documents reasonably requested by Buyer in order to fully consummate the transactions contemplated hereby and carry out the purposes and intent of this Agreement. (Buyer shall prepare any sales document at his cost.)

(f) Payment of Purchase Price. At the Closing, Buyer shall pay the Purchase Price to Seller by good and sufficient funds. Buyer shall pay any sales, transfer or similar tax or assessment arising as a result of the transactions contemplated by this Agreement.

6. REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF SELLER. As material inducement to Buyer to purchase the Assets, Seller makes the following representations, warranties and agreements to and with Buyer:

(a) Organization. Seller as a limited liability company has the full power and authority to own all of its Assets and to carry on its business as it is now being conducted, and is duly qualified to conduct business and is in good standing in all jurisdictions in which it is conducting business to the extent requiring such qualification.

(b) Title to Assets. Seller has good, marketable and unencumbered title to all of the Assets, free and clear of all Encumbrances and claims of any kind whatsoever. Buyer is hereby acquiring good, marketable and unencumbered title to the Assets, free and clear of all Encumbrances, and claims of any kind or character, except as otherwise specifically set forth herein.

(c) Compliance with Laws. Seller is in compliance with all requirements of Law, and all requirements of all governmental bodies or agencies having jurisdiction over it, relating to the conduct of its business, the use of its properties and assets, and all premises occupied by it, noncompliance with which could result in the creation of any Encumbrance of any of the Assets.

(d) Proceedings. Except for collection matters instituted or to be instituted by Seller, Seller is not a party to or threatened with any suit, action, arbitration, administrative or other Proceeding.

(e) Creditors. Seller shall be responsible for paying and satisfying all liabilities and Obligations to Seller's creditors. Buyer shall in no way be responsible for paying and satisfying any liabilities or obligations to Seller's creditors.

(f) Full Disclosure. No statement, representation or warranty contained in this Agreement, or in the Exhibits attached to this Agreement, or in any writing furnished or to be furnished pursuant hereto contains any untrue statement of a material fact, or omits to state any material fact required to be stated to make the statements herein or therein contained, in the light of the circumstances under which they are made, not misleading. There is no fact known to Seller which materially adversely affects the business, prospects, financial condition or affairs of Seller, or any of the Assets, which has not been set forth in this Agreement, the Exhibit hereto or other documents specifically referred to herein or furnished, or to be furnished, to Buyer on or prior to the Closing Date in connection with the transactions contemplated hereby.

(g) No Violations. The execution, delivery and performance by Seller of this Agreement and all other documents, instruments and agreements executed in connection herewith, and the consummation by Seller of the transactions contemplated hereby, do not and

shall not result in the creation or imposition of any Encumbrance upon, or give to any third person any interest in or right to, any of the Assets.

(h) Contracts. No party is in default under any Contract and each such Contract is in full force and effect. All rights of Seller under any Contract extending beyond the date hereof shall continue unimpaired and unchanged on and after the date hereof without the payment of any penalty, the incurrence of any additional Obligation or the change of any term. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby shall result in any breach of acceleration of, or constitute a default under any such Contract.

(i) Changes to Assets. There has not been any damage, destruction or loss, whether or not covered by insurance, adversely affecting the Assets.

7. **FURTHER ASSURANCES**. Seller and Buyer shall execute and deliver all other instruments and take all such other action as any party may reasonably request from time to time after Closing in order to effectuate the transactions provided for herein. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with the transaction contemplated hereby.

8. GENERAL.

(a) Entire Understanding. This Agreement, together with the Exhibits hereto and all other documents, instruments, certificates, and agreements executed in connection herewith, sets forth the entire understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written communications with respect thereto all of which shall be deemed merged into this Agreement. No amendment, modification or termination of this Agreement shall bind or be enforceable against any party unless set forth in a written document signed by the party against whom enforcement is sought.

(b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the individual Shareholders or members and their heirs, personal representatives, estate, beneficiaries and, to the extent permitted herein, assigns, and by Seller and Buyer, and their respective successors, distributees and, to the extent permitted herein, assigns. Buyer may assign this Agreement to any corporation, partnership or limited liability company and shall be released of all liability hereunder upon execution of Assignment.

(c) No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party shall preclude any other or further exercise of the same or any other right, power or remedy.

(d) Severability. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.

(e) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original hereof, and it shall not be

necessary in making proof of this Agreement to produce or account for more than one counterpart hereof.

(f) Paragraph Headings. The headings preceding the text of the Paragraphs and Exhibits of this Agreement are inserted for convenience of reference only, and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

(g) References. All words used in this Agreement shall be construed to be of such number and gender as the context requires or permits.

(h) Controlling Law. This Agreement is made under, and shall be construed and enforced in accordance with, the Laws of South Carolina applicable to agreements made and to be performed solely therein.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has executed or caused this Agreement to be duly executed on the day and year first above written.

"BUYER"

Xtreme Moving & Storage, LLC

BY: [Signature]
Its: President/General Manager

WITNESS

[Signature]

Tifanie Bean Ring

As to Buyer



21ST CENTURY HOLDINGS LLC

[Signature] MEMBER
"SELLER"

21st Century Holding, LLC

BY: [Signature]
Its: President/Owner MEMBER

WITNESS:

[Signature]

Tifanie Bean Ring

As to Seller

